

**COLUMBUS REDEVELOPMENT COMMISSION**  
**CONTRACT FOR PROFESSIONAL ATTORNEY SERVICES**

**THIS AGREEMENT** made and entered into this 28th day of January, 2013, between the **COLUMBUS REDEVELOPMENT COMMISSION** of the City of Columbus, Indiana, (hereinafter "CRC") by and through its authorized duty to contract for services, and **STANLEY A. GAMSO** (hereinafter "Attorney"), for the purpose of Stanley A. Gamso serving as attorney for the CRC.

**WITNESSETH:**

Term and Scope: **CRC** retains and employs **Attorney** to represent, counsel, and provide all legal services that shall be assigned to **Attorney** by **CRC**, for a period starting January 1, 2013, through December 31, 2013.

Legal services shall include, but not be limited to, consultation regarding **CRC** matters, attendance at meetings, communication with **CRC** Members, review of the law and changes thereto, contracts, documents and any and all other matters or actions as requested or assigned by **CRC**.

Compensation: **Attorney** shall receive from the **CRC**, compensation for legal services rendered for and on behalf of the **CRC**, and/or any and all agents and assigns of the **CRC**, in the amount of Twenty-Four Thousand Dollars and (\$24,000.00) annually, payable in twelve (12) equal monthly installments in the amount of Two Thousand Dollars (\$2,000.00).

In the event it appears that the time and cost of the **Attorney**, associated with representation of the **CRC**, shall exceed the reasonableness of the compensation in the amount of \$24,000 annually as set forth above, the parties are free to negotiate such additional legal services over and above \$24,000.

Litigation: It is agreed by both parties that this contract provides for the services of **Attorney** as described above, and does not include the services **Attorney** renders to the **CRC** as either local or primary counsel, in all pending litigation, appellate work, regulatory matters, and/or future litigation/appellate work/regulatory matters filed during the year 2013, as assigned or approved by the **CRC**. For such work, **Attorney** shall be compensated at an hourly rate in the amount of One-Hundred Ten Dollars (\$110.00) per hour.

Bond Projects: In the event the **CRC** desires to have **Attorney** perform services on any bond projects wherein **Attorney** will act as either local or primary counsel, such work shall be billed by **Attorney** to **CRC** as a rate of Two-Hundred Dollars (\$200.00) per hour.

Taxes: All such payments for legal services will be made to the **Attorney** who shall be responsible for payment of all federal income taxes, social security taxes and state income taxes.

Expenses: **Attorney**, pursuant to this contract, shall be reimbursed for any and all reasonable office expenditures, including, but not limited to, postage, copying, long distance telephone charges, filing fees, deposition costs, expenses of litigation, legal texts and any and all other costs which can be documented and are incidental to the operation of the services as approved by the **CRC**. Any and all legal publications and texts which shall be charged to the **CRC** shall become the property of the **CRC**.

Independent Contractor: **Attorney** agrees to waive any and all employment benefits such as insurance and pension plan payments. **Attorney** is in no way to be considered an employee of the **CRC** or City of Columbus, nor shall the aforementioned compensation be considered as salary to **Attorney**. The **Attorney**, and any other individuals hired or contracted with to meet the necessities of the **CRC**, shall be considered independent contractors, contracting with **CRC**.

**Attorney**, with the prior approval of the **CRC**, shall be allowed to hire such individuals, or acquire such services, to fulfill the goals and meet the necessities of the **CRC**. **Attorney** shall be responsible for overseeing the cost, determining a reasonable cost, and directing the activities of all such individuals, agents, firms, partnerships, and/or corporations employed for and on behalf of the **CRC**.

Disqualification of Contract Dealing with the Government of Iran: **Attorney** does hereby certify that it has never and currently does not contract with the government of Iran for such business and services as defined in Ind. Code § 5-22-16.5-1 *et. seq.* Furthermore, **Attorney** will take the necessary steps to maintain compliance with this statutory provision throughout the term of this Agreement. Failure to comply with this statutory section may result in termination of this Agreement.

Employment Eligibility Verification Pursuant to Ind. Code 22-5-1.7 *et seq*: The undersigned hereby affirm under penalties of perjury that they do not knowingly employ or contract with an unauthorized alien.

Furthermore, **Attorney** shall enroll in and verify (or has enrolled in and verifies) the work eligibility status of all its newly hired employees through the E-Verify program as defined in I.C. 22-5-1.7-3. **Attorney** is not required to participate should the E-Verify program cease to exist. Additionally, **Attorney** is not required to participate if **Attorney** is self-employed and does not employ any employees.

**Attorney** shall not knowingly employ or contract with an unauthorized alien. **Attorney** shall not retain an employee or contract with a person that **Attorney** subsequently learns is an unauthorized alien.

**Attorney** shall require its subcontractors, who perform work under this contract, to certify to **Attorney** that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. **Attorney** agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The **CRC** may terminate this Agreement for breach of contract/default if **Attorney** fails to cure a breach of this provision no later than thirty (30) days after being notified of such breach.

Termination: This contract may be terminated by either party by giving thirty (30) days' notice.

Entered into on this \_\_\_\_\_ day of January, 2013.

\_\_\_\_\_  
Stanley A. Gamso, Attorney

**THE COLUMBUS REDEVELOPMENT COMMISSION, CITY OF COLUMBUS, INDIANA,**

By: \_\_\_\_\_  
Kristen Brown, Chairperson

**ATTEST:**

By: \_\_\_\_\_  
Heather Pope, Columbus Redevelopment Director